

IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
ORDINARY ORIGINAL CIVIL JURISDICTION

MISC. PETITION NO. 20 OF 1994  
IN  
INTERIM PETITION NO. 21 OF 1994

Shiraj Babubhai Bhayani.

... Petitioner.

V/s.

Smt. S.A. Damani & Ors.

... Respondents.

None for the Petitioner.

Mr. Vinay Sonpal for the Respondents.

Mr. S.A. Vichare, representative of Court Receiver  
present.

.....

**CORAM : S.C. DHARMADHIKARI,J.**

**29TH JANUARY 2009.**

**P.C. :**

. The Interim Petition was placed alongwith the Misc.  
Petition before this Court and the Court Receiver, High  
Court, Bombay was appointed as a Receiver of a immovable  
property. That was on the basis that a minor had a share  
therein. The Petition was moved by the guardian and this  
Court therefore directed the protection of the said  
property on the basis that the minor has share therein.  
The Court appointed a Receiver and one Adam Abdul Gaffar  
Singaporewala, who was in possession, was appointed as an  
Agent of a Court Receiver.

2. It is undisputed that Adam Abdul Gafoor  
Singaporewala and one Shamim Adam Singaporewala filed Suit

No.5020 of 1998 in this Court for a declaration that the flat/immovable property, of which the said Singaporewala was appointed as an Agent of the Court Receiver, is of exclusive ownership of Singaporewala and the minor and guardian has no right, title and interest therein.

3. The grievance of Singaporewala was that a order in the Misc. Petition was obtained without impleading him as a party was without giving him any notice and he therefore sought the above declaration in his independent Suit.

4. The Suit of Singaporewala has been decreed on 25th July 2007 in terms of prayer clauses (a) and (b) of the Plaint. Resultantly, the Court declared that Singaporewala is the owner of a Flat No.706, 7th floor which is more particularly described in prayer clause (a) of the Plaint in Suit No.5020 of 1998. Declaration in terms of prayer clause (b) of ownership was also given.

5. The representative of the Court Receiver is present and he does not dispute that this is the very flat which is covered by the order on the Misc. Petition and the Interim Petition. In other words, this is the very flat of which Singaporewala was appointed as an Agent of the Court Receiver.

6. In the light of the decree in the substantive Suit, the prayer of Mr. Sonpal, appearing for Singaporewala is

that the status of Singaporewala is not that of Agent of the Court Receiver but an exclusive owner in terms of this decree. Therefore, the Court Receiver should be formally discharged. In any event, the representative of the Court Receiver informs me that Singaporewala was appointed as an Agent without payment of any royalty and security.

7. In the light of the fact that the substantive Suit is decreed and the Misc. Petition is disposed off, the Court Receiver stands discharged as Receiver of this property without passing accounts but on payment of the usual costs, charges and expenses. Order accordingly. All concerned to act upon authenticated copy of this order. A copy of the decree passed in Suit No.5020 of 1998 is taken on record and marked 'X' for identification.

**(S.C. DHARMADHIKARI,J.)**